

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

07 CV 3099

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NNJ FACTORS, LLC, d/b/a COMMISSION
EXPRESS OF NORTHERN NEW JERSEY,

JUDGE PATTERSON

COMPLAINT

Plaintiff,

-against-

KEVIN JOYCE,

Defendant.
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APR 18 2007

Plaintiff, by its attorney, Daniel Crupain, complaining of Defendant, respectfully alleges as follows:

THE PARTIES

1. Plaintiff, NNJ FACTORS, LLC, d/b/a COMMISSION EXPRESS OF NORTHERN NEW JERSEY (hereinafter "COMMISSION EXPRESS"), was and is a New Jersey limited liability company organized and existing under the laws of the State of New Jersey, having its principal office at 672 U.S. Route 202/206, Bridgewater, New Jersey.
2. Defendant KEVIN JOYCE is an individual who is a citizen of the State of New York and upon information and belief resides at 263 North Highland Avenue, Pearl River, New York 10965.
3. During all times mentioned herein Defendant Kevin Joyce was and is a licensed real estate broker in the State of New York.

JURISDICTION

4. Jurisdiction arises under 28 U.S.C. §1331, venue is laid in this District by virtue of 28 U.S.C. § 1391. The matter in controversy exceeds, exclusive of interest and costs, the sum specified by 28 U.S.C. § 1332.

PRELIMINARY STATEMENT

5. On or about March 31, 2005, Plaintiff and the Defendant entered into an agreement wherein Defendant agreed to sell and assign a series of accounts receivables consisting of real estate brokerage commissions due him upon the sale of various real estate properties, in consideration of which Plaintiff was to pay Defendant certain sums of money for the purchase of the accounts receivables. The parties further agreed that in the event of Defendant's default, Defendant would be obligated to pay the amounts of the accounts receivables to Plaintiff, plus interest at the annual rate of eighteen percent, plus attorney fees for the enforcement of the agreement. Pursuant to the agreement, Plaintiff paid to the Defendant the agreed upon sums for the sales and assignments the account receivables for five properties, but Defendant, instead of delivering the agreed upon accounts receivables, appropriated the accounts receivables to himself, and also retained the monies paid by Plaintiff.

THE ACCOUNTS RECEIVABLES

6. On or about or about March 19, 2006, Plaintiff entered into an agreement with Defendant Kevin Joyce for the sale and assignment of accounts receivable from the commission due Defendant on the sale of real property located at 15 Linda Lane, Pearl River, New York, in the sum of \$12,658.23 which Defendant agreed to pay to Plaintiff on May 19, 2006; in consideration therefor, Plaintiff paid the sum of \$10,000.00 to Defendant on March 19, 2006.

7. Defendant Kevin Joyce having agreed to pay the sum of \$12,658.23 on May 19, 2006, wholly failed to do so and is in default and indebted to Plaintiff for said sum plus interest at the agreed rate of 18% per annum plus attorneys' fees.

8. On or about March 20, 2006, Plaintiff entered into an agreement with Defendant Kevin Joyce for the sale and assignment of the accounts receivable from the brokerage commissions due Defendant on the sale of real property located at 77 Ehrhardt Road, Pearl River, New York 10965, in the sum of \$12,658.23, which Defendant agreed to pay to Plaintiff on May 8, 2006; in consideration therefor, Plaintiff paid the sum of \$10,000.00 to Defendant Kevin Joyce on March 21, 2006.

9. Defendant Kevin Joyce having agreed to pay to Plaintiff the sum of \$12,658.23 on May 8, 2006, wholly failed to do so and is in default and indebted to Plaintiff for said sum plus interest at the agreed rate of 18% plus attorneys' fees.

10. On or about or about March 20, 2006, Plaintiff entered into a agreement with Defendant Kevin Joyce for the sale and assignment of accounts receivable from the brokerage commission due Defendant on the sale of real property located at 15 Blue Willow, New City, New York 10956, in the sum of \$32,500.00, which Defendant agreed to pay to Plaintiff on June 1, 2006; in consideration therefor, Plaintiff paid the sum of \$24,700.00 on or about March 23, 2006.

11. Defendant Kevin Joyce having agreed to pay to Plaintiff the sum of \$32,500.00 on June 1, 2006, wholly failed to do so and is in default and indebted to Plaintiff for said sum plus interest at the agreed rate of 18%per annum, plus attorneys' fees.

12. On or about or about April 24, 2006, Plaintiff entered into a agreement with Defendant Kevin Joyce for the sale and assignment of accounts receivable from the commission due Defendant on the sale of real property located at 11 Delta Drive, New City, New York for the sum of \$12,658.23, which Defendant agreed to pay to Plaintiff on May 30, 2006; in consideration therefor, Plaintiff paid the sum of \$10,000.00 to Defendant on April 24, 2006.

13. Defendant Kevin Joyce having agreed to pay the sum of \$12,658.23 to Plaintiff on May 30, 2006, wholly failed to do so and is in default and indebted to Plaintiff for said sum plus interest at the agreed rate of 18% per annum plus attorneys' fees.

14. On or about or about May 10, 2006, Plaintiff entered into a agreement with Defendant Kevin Joyce for the sale and assignment of accounts receivable from the commission due Defendant on or about the sale of real property located at 387 Blauvelt Road, Pearl River, New York 10965 for the sum of \$16,125.00, which Defendant agreed to pay to Plaintiff on June 18, 2006; in consideration therefore, Plaintiff paid the sum of \$13,000.00 to Defendant on May 10, 2006.

15. Defendant Kevin Joyce having agreed to pay the sum of \$16,125.00 to Plaintiff on June 18, 2006, wholly failed to do so and is in default and indebted to Plaintiff for said sum plus interest at the agreed rate of 18% per annum plus attorneys' fees.

16. As a result of the foregoing, Defendant owes Plaintiff the sum of \$86,599.69 in accounts receivables, plus \$14,776.00 in interest which amount is still accumulating, plus attorney fees to date in the sum of \$35,750.00; the total of which is \$137,125.98.

17. Plaintiff demands trial by jury on all issues.

WHEREFORE, Plaintiff COMMISSION EXPRESS demands judgment against the Defendant KEVIN JOYCE in the sum of \$137,125.98, together with interests and cost of suit.

Dated: New York, New York
April 16, 2007



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